

FORM RW 25 (Revised 3/10/62)
LEGAL DEPARTMENT
300 West Preston Street
Baltimore 1, Maryland
Mail Address - P. O. Box 717
Baltimore 3, Maryland

DEED
TO
THE STATE OF MARYLAND
TO THE USE OF
THE STATE ROADS COMMISSION
OF MARYLAND

PAGE 1
Right of Way Item No.
57410
S. R. C. Contract No.
P 737-15-326

This Deed, Made this 30th day of DECEMBER in the year 1968

(A) WHEREAS, the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, finds it necessary to acquire the land, easements, rights and/or controls, shown and/or indicated on State Roads Commission of Maryland's Plats Numbered 14131, 14132


which are duly recorded, or intended to be recorded, among the Land Records of


Prince George's County (ies) in the State of Maryland in order to lay out, open, establish, construct, extend, widen, straighten, grade and improve as a part of the State Roads System of Maryland, a highway and/or bridge, together with the appurtenances thereto belonging, under its Contract Number P 737-15-326 and known as the




Maryland Route 704 and to thereafter use, maintain and/or further improve said highway and/or bridge, as a part of the Maryland State Roads System.

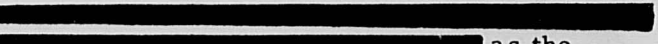
(B) NOW, THEREFORE, THIS DEED AND RELEASE WITNESSETH: That for and in consideration of the above premises, One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, we do hereby grant and convey unto the STATE OF MARYLAND, TO THE USE OF THE STATE ROADS COMMISSION OF MARYLAND, its successors and assigns, FOREVER IN FEE SIMPLE, all our right, title and interest, free and clear of all liens and encumbrances, in and to

(C) ALL THE LAND, together with the appurtenances thereto belonging, or in anywise appertaining, lying between the outermost lines designated "Right of Way Line," as shown and/or indicated on the hereinbefore mentioned plats, all of which plats are made a part hereof, so far as our property and/or our rights may be affected by the said proposed highway and/or bridge, and the appurtenances thereto belonging, or in anywise appertaining.

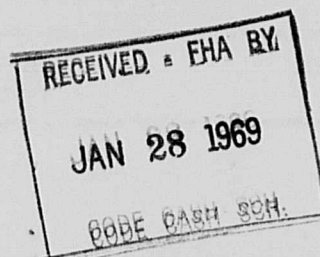
(D) AND THE GRANTORS DO FURTHER GRANT unto the State of Maryland, to the use of the State Roads Commission of Maryland, its successors and assigns, the right to create, use and maintain on the area of the land shown hatched thus  on the above designated plats, such slopes as are necessary to retain and support the highway and/or adjacent property; it being agreed between the parties hereto, however, that at such time as the contour of the land over which this slope easement is granted is changed so that the easement required for slopes is no longer necessary to retain, support or protect the highway construction within the area conveyed in fee simple, then said easement for slopes shall cease to exist.

~~(E) AND THE GRANTORS DO FURTHER GRANT unto the State of Maryland, to the use of the State Roads Commission of Maryland, its successors and assigns, the perpetual right to create, use and maintain on the area of the land shown cross-hatched thus  on the above designated plats, such stream changes, side ditches, inlet ditches, outlet ditches, pipes, culverts and all other drainage facilities as are necessary in the opinion of the State Roads Commission to adequately drain the highway or adjacent property and/or control the flow of water through those drainage structures to be built to protect said highway.~~

(F) AND THE GRANTORS DO FURTHER GRANT unto the State of Maryland, to the use of the State Roads Commission of Maryland, its successors and assigns, the perpetual right to discharge the flow of water from such stream changes, side ditches, inlet ditches, outlet ditches, pipes, culverts and all other drainage facilities as are necessary in the opinion of the State Roads Commission to adequately drain the highway or adjacent property and/or control the flow of water through those drainage structures to be built to protect said highway (either within the areas shown cross-hatched thus  or within the limits of the areas hereinbefore conveyed in fee simple) into existing waterways or natural drainage courses, as indicated by the symbol  and/or upon the existing ground, as indicated by the symbol , at the outlet end of the drainage facilities so created by the Commission, all of which are shown graphically and indicated by appropriate symbols and explanatory notations on the aforesaid plats.

(G) AND THE GRANTORS DO FURTHER GRANT unto the State of Maryland, to the use of the State Roads Commission of Maryland, its successors and assigns, ANY AND ALL RIGHT WHATSOEVER of the GRANTORS, their heirs, successors and assigns, of any means whatsoever of ingress or egress between the THROUGH HIGHWAY and their remaining property across the lines which are designated "Right of Way Line of Through Highway," to the end that there never will be any vehicular, pedestrian and/or animal access to or from said Through Highway and their remaining property across those lines which are so marked on the above mentioned plats, except by means of such public road connections  as the "COMMISSION" may construct, or permit to be constructed.

(*) Page 1, Revised 9/1/63 CONTINUED ON PAGE 2



3703

APR 1 4 00 PM '69

RECORDED
W. HAVENLY WEBB
REORDER & CLECK
CIRCUIT CLERK

12.60

ACKNOWLEDGMENT

PAID 336 CLK. CT. P. G. C.

APR-1-69

~~(H) AND THE GRANTORS DO FURTHER GRANT unto the State of Maryland, to the use of the State Roads Commission of Maryland, its successors and assigns, ANY AND ALL RIGHT WHATSOEVER of the GRANTORS, their heirs, successors and assigns, of vehicular ingress or egress between their remaining property and the highway across those portions of the right of way lines which are marked "THROUGHOUT THIS PORTION OF THE RIGHT OF WAY LINE ALL VEHICULAR ACCESS IS DENIED," to the end that there never will be any vehicular access to or from said highway and their remaining property across those portions of the said right of way lines which are so marked on the above mentioned plats.~~

(I) AND THE GRANTORS DO FURTHER GRANT unto the State of Maryland, to the use of the State Roads Commission of Maryland, its successors and assigns, the perpetual right to erect and maintain between October 1st and April 1st of each year, snow fences within 100 feet of the land hereby granted in fee simple, provided that said snow fences shall not interfere with ~~the construction and use of buildings now erected or hereafter erected or with growing crops.~~

(J) AND THE GRANTORS HEREIN do hereby covenant and agree, on behalf of themselves, their heirs, successors and assigns, to abide by and respect each and every control or restriction set forth in this instrument of writing, it being the intention of this conveyance to perpetuate all the rights and privileges granted to the State of Maryland, to the use of the State Roads Commission, by this deed. It is expressly understood and agreed that these covenants shall run with and bind upon the GRANTORS, their heirs, successors and assigns, forever.

(K) AND for the same consideration as hereinbefore set forth the Grantors do further grant and convey unto the State of Maryland, to the use of the State Roads Commission of Maryland, its successors and assigns, a temporary easement during construction as shown and/or indicated on the aforesaid Plat No. 14131, said easement to cease and terminate upon completion of construction.

IT BEING a part of the same property conveyed unto Bruche Realty Corporation from James B. Cash, Jr., Housing Commissioner, by Deed dated March 2, 1961, and recorded on March 8, 1961, in Liber No. 2535, Folio 303, of the Land Records of Prince George's County.

CONTINUED ON PAGE 3

BINDING MARGIN
DO NOT WRITE IN THIS SPACE

(V) TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, roads, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining.

(W) IT IS UNDERSTOOD AND AGREED that the Commission shall have no further obligation or liability for the results of construction, reconstruction, maintenance or further construction of said highway and/or bridge.

(X) TO HAVE AND TO HOLD the land and premises above described and mentioned and hereby intended to be conveyed unto the proper use and benefit of the State of Maryland, to the use of the State Roads Commission of Maryland, its successors and assigns forever in fee simple, together with the rights, easements, privileges and controls hereinbefore mentioned.

(Y) AND the grantors covenant that they have neither done, nor suffered to be done, anything to encumber the property, easements and/or rights, etc., hereby conveyed, and that they will execute such other and further assurances of same as may be requisite.

(Z) AND _____
join in this conveyance for the purpose of releasing the land, easements and/or rights herein conveyed from the operation and effect and any mortgage and/or lien which they hold upon the property of the grantors, retaining their rights as mortgagees and/or lienors in and to the remainder of the land of the grantor not affected by this conveyance.

IN WITNESS WHEREOF we have hereunto set our hands and seals.

WITNESS

John C. Jeselther

BRUCHE REALTY CORP. BY:

Myron J. Fox

(SEAL)

WITNESS

(SEAL)

WITNESS

(SEAL)

WITNESS

(SEAL)

WITNESS

Colurta Schrecongost

Albert M. Miller

Albert M. Miller

Mortgagee

(SEAL)

WITNESS

(SEAL)

WITNESS

(SEAL)

WITNESS

(SEAL)

WITNESS

(SEAL)

WITNESS

(SEAL)

SEE PAGE 4 FOR ACKNOWLEDGMENTS

3703 432

New York

STATE OF ~~NEW YORK~~ - COUNTY OF Queens:

PAGE 4-FORM RW-25
New York

I hereby certify that, before me, the subscriber, a NOTARY PUBLIC of the STATE OF ~~NEW YORK~~, in and for
.....Queens.....County, personally appeared MATTHEW J. TOSTI, the Vice
President of BRUCHE REALTY CORP.,

and ~~each severally~~ acknowledged the foregoing deed and release ~~to be the act of the said body corporate.~~ (NOTE: strike out the words not applicable.)

AS WITNESS MY HAND AND NOTARIAL SEAL, this 30th day of December..... in the year 1968.

NOTARY SEAL

SOL A. WIESELTHER
NOTARY PUBLIC, State of New York
No. 41-4263550 - Queens County
Term Expires March 30, 1969

Sol A. Wieselther NOTARY PUBLIC.
My Commission expires

District of Columbia
STATE OF MARYLAND - COUNTY OF

I hereby certify that, before me, the subscriber, a NOTARY PUBLIC of the District of Columbia, in and for
.....County, personally appeared Albert M. Miller

and each severally acknowledged the foregoing deed and release to be *his *her or *their respective
act, or *to be the act of the said body corporate. (NOTE: strike out the words not applicable.)

AS WITNESS MY HAND AND NOTARIAL SEAL, this 28th day of January..... in the year 1969

NOTARY SEAL

Charles R. Dueltgen NOTARY PUBLIC.
My Commission expires
My Commission Expires January 1, 1972

STATE OF MARYLAND - COUNTY OF

I hereby certify that, before me, the subscriber, a NOTARY PUBLIC of the STATE OF MARYLAND, in and for
.....County, personally appeared.....

and each severally acknowledged the foregoing deed and release to be *his *her or *their respective
act, or *to be the act of the said body corporate. (NOTE: strike out the words not applicable.)

AS WITNESS MY HAND AND NOTARIAL SEAL, this.....day of..... in the year.....

NOTARY SEAL

..... NOTARY PUBLIC.
My Commission expires

DEED

FROM

TO
THE STATE OF MARYLAND
TO THE USE OF
THE STATE ROADS COMMISSION
OF MARYLAND

Received for Record April 1, 1969

at.....o'clock.....M. Same day recorded

in Liber.....No. 3763 Folio.....429

one of the Land Records of

.....County, MD

and examined per
W. Waverly West, Clerk.

Cost of Record \$.....

Front Foot by merit charges not in action by this deed

WASHINGTON SUBURBAN SANITARY COMMISSION

William H. Lyon
Supervisor of

To Secretary - State Roads Commission.

This conveyance has been recorded in
the Right of Way Division Ledger.

No Extra property was acquired by deed

Extra property has been acquired and
entered in property record - Form RW-91

INDEXED IN LEDGER DATE

By:.....
Ledger Clerk.

OFF CONVEYANCES MADE.

Taxes levied and on record
as of this date

APR 1 1969

have been paid
CHARLES E. CALLOW, Treas.